



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

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September 18, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**DEPARTMENT OF COMMUNITY AND SENIOR SERVICES:
APPROVAL TO EXTEND CURRENT WORKFORCE INVESTMENT ACT (WIA)
ADULT SPECIAL NEEDS PROGRAM CONTRACTS
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize the Director of Community and Senior Services (CSS), or designee, to negotiate and execute contract amendments in substantially similar form to Attachment A, for the continued provision of Workforce Investment Act (WIA) Adult Special Needs services with the ten service providers listed in Attachment B, in an amount not to exceed \$500,000, upon County Counsel approval as to form. The effective date of the extensions commence from October 1, 2007 through June 30, 2008.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

With recent reductions in the overall WIA funding, CSS and the Los Angeles County Workforce Investment Board (LACWIB) are in the process of re-engineering the County's workforce delivery system to be more streamlined and effective. CSS has obtained approval from the State Employment and Development Department (EDD) to extend the current WIA Special Needs contracts for nine additional months to allow for the completion of the FY 2008-09 Request for Proposal (RFP) process to procure qualified bidders.

This extension will allow CSS and LACWIB sufficient time to redesign the programs and release a RFP to procure services for adults, dislocated workers, youth and the special needs populations and will allow CSS to continue administering the WIA Adult Special Needs program.

"To Enrich Lives Through Effective And Caring Service"

Implementation of Strategic Plan Goals

Approval of the recommended action will further the County Strategic Plan Goal 1, Services Excellence and allow CSS to provide the best possible service to our clients.

Performance Measures

Performance reviews are based on measures contained in the WIA and are aligned with the County's *Performance Counts!* initiative. The two performance outcomes which will be tracked are unsubsidized placement into employment and job retention.

FISCAL IMPACT/FINANCING

There is no impact on the County General Fund. The \$500,000 WIA Adult Special Needs program is fully financed by the WIA Adult funding included in the department's FY 2007-08 Budget. Funding for the program will be allocated as follows:

AGENCY	FY 2007-08 ESTIMATED ALLOCATION
Arbor Education & Training, LLC.	33,421
Asian American Drug Abuse Program, Inc.	54,343
Goodwill Industries of Southern California	44,612
Housing Authority of the City of Los Angeles	50,572
Jewish Vocational Services	32,309
New Directions, Inc.	69,206
Pacific Asian Consortium in Employment (PACE)	52,736
Streetlights/Raleigh Studios	50,648
UAW- Labor Employment and Training Corporation	53,306
Van Ness Recovery House	58,847
Grand Total	500,000

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

CSS conducted an open competitive RFP process in September 2002, for a three year funding period. The WIA Adult Special Needs providers listed on Attachment B were selected as a result of that RFP process. On June 14, 2005, your Board approved an additional one year extension to allow for the development of a new RFP. On June 20, 2006, your Board approved an additional one year extension to complete the RFP.

The Adult Special Needs funding cycle was set to expire on June 30, 2007, while CSS was in the process of soliciting and procuring new service providers for FY 2007-08. On May 1, 2007, your Board approved an additional three month extension of the FY 2006-07 WIA Adult Special Needs Program to allow for the continuation of these vital services to clients.

CONTRACTING PROCESS

The current three-year funding cycle expired at the conclusion of FY 2005-06. Your Board previously approved extensions on the existing contracts which expired on June 30, 2006 to allow CSS time to properly procure WIA Adult Special Needs contractors for FY 2007-08. Most recently, on May 1, 2007, your Board approved a final three month extension for the FY 2006-07 WIA Adult Special Needs program for the period of July 1, 2007 to September 30, 2007.

Monitoring Requirement

Beginning with FY 2003-04, CSS engaged the services of the Auditor-Controller to conduct fiscal and contract compliance monitoring of all of its contractors within the Workforce Development Branch. CSS is responsible for ensuring, through its resolution process that the reported monitoring findings are resolved and appropriate training is provided to contractors, as deemed necessary. CSS is also responsible to ensure suitable program policies are developed and maintained.

Attachment C provides information about each contractor's status with regard to minority- and women-owned business enterprises.

IMPACT ON CURRENT SERVICES

The ten WIA Adult Special Needs service providers are currently providing Core, Intensive, and Employment Training Services. The recommended actions will enable the continuation of current services and will assure seamless delivery of services to clients.

Respectfully submitted,



WILLIAM T. FUJIOKA
Chief Executive Officer

WTF:SHR:BY
GP:RG:lbm

Attachments (3)

c: Raymond G. Fortner, Jr., County Counsel
J. Tyler McCauley, Auditor-Controller

CSS-WIA Contracts.bl



Contract No. **Adult Special Needs** (_____)

Amendment No. 3

**COMMUNITY AND SENIOR SERVICES OF THE
COUNTY OF LOS ANGELES**

**WORKFORCE INVESTMENT ACT
ADULT SPECIAL NEEDS PROGRAM
CONTRACT AMENDMENT NO. 3 TO CONTRACT NO. _____**

FISCAL YEAR 2007-2008

REFERENCE IS MADE TO THE DOCUMENT ENTITLED "COUNTY OF LOS ANGELES WORKFORCE INVESTMENT ACT ADULT SPECIAL NEEDS PROGRAM CONTRACT" ENTERED INTO BETWEEN THE COUNTY OF LOS ANGELES THROUGH ITS DEPARTMENT OF COMMUNITY AND SENIOR SERVICES ("CSS") AND _____ ("CONTRACTOR"), ADOPTED BY THE BOARD OF SUPERVISORS ON June 20, 2006 AND FURTHER IDENTIFIED AS CONTRACT NO. _____, HEREINAFTER REFERRED TO AS "CONTRACT".

This AMENDMENT is made and entered into by and between the County of Los Angeles ("COUNTY") and _____, "CONTRACTOR".

RECITALS

WHEREAS, The Workforce Investment Act of 1998 as defined by Public Law 105-220 (hereinafter referred to as "WIA") provides federal funds to the County of Los Angeles to implement the Workforce Investment Act Adult Program (hereinafter referred to as "Program"), the purpose of which is to provide WIA job-related employment, placement, and training services in furtherance of WIA; and

WHEREAS, the parties hereto have previously entered into a Workforce Investment Act Adult Special Needs contract identified as Contract No. XXXXXX, for the period July 1, 2006 through June 30, 2007 for an amount not to exceed \$X,XXX,XXX; and

WHEREAS, effective January 1, 2007, the parties hereto have previously entered into a Workforce Investment Act Adult Special Needs Contract Amendment No. 1.

WHEREAS, in June 2007, the parties entered into a Workforce Investment Act Adult Special Needs Contract Amendment No. 2 for a no-cost time extension for the period July 1, 2007 through September 30, 2007;

WHEREAS, on September 18, 2007, the Los Angeles County Board of Supervisors delegated CSS authority to extend the FY 2006-07 Workforce Investment Act Adult Special Needs amendments for an additional nine (9) months for an amount not to exceed \$XX,XXX; and

WHEREAS, COUNTY has determined that CONTRACTOR's performance has been satisfactory, that the need for services continues to exist, and that funding for such services is currently available under the amended FY 2006-07 Workforce Investment Act Adult Special Needs budget; and

WHEREAS, the parties desire to amend the Contract in accordance with the terms and conditions as set forth below,

NOW THEREFORE, effective September 30, 2007, the Contract is amended as follows:

- I. Table of Contents, Part I, Unique Terms and Conditions, Section 7.0, Public Entities, is deleted in its entirety and will remain intentionally omitted.
- II. Table of Contents, PART I, UNIQUE TERMS AND CONDITIONS, SECTION 10.0, MEMORANDA OF UNDERSTANDING AND/OR RESOURCE SHARING AGREEMENT REQUIREMENT, is added.
- III. Table of Contents, PART I, UNIQUE TERMS AND CONDITIONS, SECTION 11.0, PROPERTY, is added.
- IV. Table of Contents, PART I, UNIQUE TERMS AND CONDITIONS, SECTION 12.0, LIMITATIONS ON USE OF FEDERAL GRANT FUNDS, is added.
- V. Table of Contents, PART I, UNIQUE TERMS AND CONDITIONS, SECTION 13.0, OUT-OF-TOWN TRAVEL, is added.
- VI. Table of Contents, Part II, Standard Terms and Conditions, Section 9.0, Child Abuse Prevention Reporting, is re-titled to read PART II, STANDARD TERMS AND CONDITIONS, SECTION 9.0, CHILD/ELDER ABUSE PREVENTION REPORTING.
- VII. Table of Contents, Part II, Standard Terms and Conditions, Section 71.0, Warranty Against Contingent Fees, is re-titled to read PART II,

STANDARD TERMS AND CONDITIONS, SECTION 71.0, COVENANT AGAINST FEES.

- VIII. Table of Contents, PART II, STANDARD TERMS AND CONDITIONS, SECTION 72.0, DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS, is added.
- IX. Table of Contents, PART II, STANDARD TERMS AND CONDITIONS, SECTION 73.0, EMPLOYEE SAFETY, is added.
- X. Table of Contents, PART II, STANDARD TERMS AND CONDITIONS, SECTION 74.0, FACSIMILE REPRESENTATIONS, is added.
- XI. Table of Contents, PART II, STANDARD TERMS AND CONDITIONS, SECTION 75.0, FORCE MAJEURE, is added.
- XII. Table of Contents, PART II, STANDARD TERMS AND CONDITIONS, SECTION 76.0, GOVERNMENT OBSERVATIONS, is added.
- XIII. Table of Contents, PART II, STANDARD TERMS AND CONDITIONS, SECTION 77.0, PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION, is added.
- XIV. Table of Contents, PART II, STANDARD TERMS AND CONDITIONS, SECTION 78.0, TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM, is added.
- XV. Table of Contents, PART II, STANDARD TERMS AND CONDITIONS, SECTION 79.0, USE OF COUNTY SEAL AND CSS DEPARTMENT LOGO, is added.
- XVI. Table of Contents, EXHIBIT C-1, WIA ADULT SPECIAL NEEDS BUDGET, ADDENDUM 1, is added.
- XVII. Table of Contents, EXHIBIT D-1, WIA PROGRAM REQUIRED MATRIX – ADULT SPECIAL NEEDS PROGRAM, ADDENDUM 1, is added.
- XVIII. Table of Contents, EXHIBIT E, ATTACHMENTS, Attachment XVII, Confidentiality Form, is deleted in its entirety.
- XIX. Table of Contents, EXHIBIT F, WIA MEMORANDUM(S) OF UNDERSTANDING AND/OR RESOURCE SHARING AGREEMENT(S), is added.

- XX. **PART I: UNIQUE TERMS AND CONDITIONS, SECTION 1.0, APPLICABLE DOCUMENTS AND DEFINED TERMS**, Subsection 1.4, is deleted in its entirety and replaced with the following:

In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, and any amendment thereto, the Statement of Work, Exhibits, and Attachments, or among Exhibits and Attachments, said conflict or inconsistency shall be resolved by giving precedence as follows: 1) the Contract, and any amendment thereto; 2) the WIA Adult Special Needs Program Requirements (Exhibit A); 3) Statement of Work (Exhibit B); 4) WIA Adult Special Needs Budget Amended (Exhibit C) and WIA Adult Special Needs Budget Addendum 1 (Exhibit C-1); 5) WIA Program Required Matrix – Adult Special Needs Program, Amended (Exhibit D) and WIA Program Required Matrix – Adult Special Needs Program Addendum 1 (Exhibit D-1); 6) WIA Memorandum(s) of Understanding and/or Resource Sharing Agreement(s) (Exhibit F); 7) followed by the Attachments in Exhibit E according to the following priority:

- | | |
|-----------------|--|
| Attachment I | CONTRACTOR'S Administration |
| Attachment II | COUNTY'S Administration |
| Attachment III | Charitable Contributions Certification |
| Attachment IV | IRS Notice 1015 (Internal Revenue Service) |
| Attachment V | County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application For Exception (Jury Service Program) |
| Attachment VI | Safely Surrendered Baby Law Fact Sheet |
| Attachment VII | CONTRACTOR'S Equal Employment Opportunity (EEO) Certification |
| Attachment VIII | CONTRACTOR Employee Acknowledgement and Confidentiality Agreement |
| Attachment IX | CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement |
| Attachment X | Auditor-Controller Contract Accounting and Administration Handbook |

- Attachment XI User Complaint Report (UCR)
- Attachment XII Cost Allocation
- Attachment XIII Joint Revenue Disclosure
- Attachment XIV CONTRACTOR'S Obligations As A "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Attachment XV Fixed Assets/Equipment Purchase Requirements
- Attachment XVI Inventory Control Form

XXI. PART I: UNIQUE TERMS AND CONDITIONS, SECTION 2.0, TERM AND TERMINATION, Subsection 2.1.2, is added as follows:

2.1.2. The term of this Contract is extended for nine (9) months, effective October 1, 2007 to June 30, 2008, unless terminated earlier or extended, in whole or in part, as provided in this Contract.

XXII. PART I: UNIQUE TERMS AND CONDITIONS, SECTION 3.0, CONTRACT SUM, Subsection 3.3, is amended to read as follows:

3.3 The total amount payable under the term of this Contract, hereinafter referred to as the "Maximum Contract Sum" is:

3.3.1 For Fiscal Year 2006-2007: _____ Dollars
(\$_____)

3.3.2 For Fiscal Year 2007-2008: _____ Dollars
(\$_____)

XXIII. PART I: UNIQUE TERMS AND CONDITIONS, SECTION 3.0, CONTRACT SUM, Subsection 3.6, is amended to read as follows:

3.6 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget." Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit C, WIA Adult Special Needs Budget Amended, and Exhibit C-1, WIA Adult

Special Needs Budget Addendum 1. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the even the Maximum Contract Sum is increased pursuant to Part II, Section 21.0, hereof, "Contract Modifications/Amendments," CONTRACTOR shall prepare and submit an amended Budget in accordance with this Section.

XXIV. PART I: UNIQUE TERMS AND CONDITIONS, SECTION 4.0, INSURANCE REQUIREMENTS, Subsection 4.1.4.1, is amended to read as follows:

4.1.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. CONTRACTOR shall make every attempt to report each occurrence to the COUNTY within twenty-four (24) hours and must provide such report in writing to the COUNTY within two (2) business days of occurrence.

XXV. PART I: UNIQUE TERMS AND CONDITIONS, SECTION 4.0, INSURANCE REQUIREMENTS, Subsection 4.2.7, is added as follows:

4.2.7 Property Coverage: In the event that CONTRACTOR rents, leases, or is loaned, any COUNTY-owned property, CONTRACTOR shall insure said property. Such insurance shall be endorsed naming COUNTY as Loss Payee, provide a deductible of no greater than 5% and shall include:

4.2.7.1 Real Property: All-risk coverage, excluding earthquake and flood for the full replacement value of the property.

4.2.7.2 Personal Property: Insurance covering the hazards of fire, theft, burglary, vandalism and malicious mischief for the actual cash value of property.

XXVI. PART I: UNIQUE TERMS AND CONDITIONS, SECTION 5.0, INVOICES AND PAYMENTS, Subsection 5.1, is amended to read as follows:

5.1 CONTRACTOR shall invoice COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Mandated Program Requirements and elsewhere hereunder. CONTRACTOR shall prepare

invoices, which shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Contract. CONTRACTOR'S payments shall be as provided in Exhibit C, WIA Adult Special Needs Budget Amended, and Exhibit C-1, WIA Adult Special Needs Budget Addendum 1, and CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by COUNTY. If COUNTY does not approve work in writing, no payment shall be due to CONTRACTOR for that work.

XXVII. **PART I: UNIQUE TERMS AND CONDITIONS, SECTION 5.0, INVOICES AND PAYMENTS**, Subsection 5.2, is amended to read as follows:

5.2 CONTRACTOR'S invoices shall be priced in accordance with Exhibit C, WIA Adult Special Needs Budget Amended, and Exhibit C-1, WIA Adult Special Needs Budget Addendum 1.

XXVIII. **PART I: UNIQUE TERMS AND CONDITIONS, SECTION 5.0, INVOICES AND PAYMENTS**, Subsection 5.4.1, is added as follows:

5.4.1 Authorization for Adjustments to Monthly Billings: CONTRACTOR shall submit monthly invoices for all service categories provided in the billing month (i.e., all services provided in the billing month shall be submitted in the following month for reimbursement). In the event that a CONTRACTOR invoice requires modification or revision due to billing/reporting error, CONTRACTOR shall obtain prior permission from COUNTY before revising. Authorization for the resubmission and payment of invoices is at the sole discretion of the COUNTY Contracts Management Division and Program Accounting Division, respectively. CONTRACTOR shall ensure the accuracy and completeness of all program and expenditure data reported through the automated Management Information System (MIS) prior to submission.

XXIX. **PART I: UNIQUE TERMS AND CONDITIONS, SECTION 5.0, INVOICES AND PAYMENTS**, Subsection 5.9, is amended to read as follows:

5.9 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR'S Tax Identification Number to COUNTY.

XXX. **PART I: UNIQUE TERMS AND CONDITIONS, SECTION 5.0, INVOICES AND PAYMENTS**, Subsection 5.12, is added as follows:

5.12 Failure to submit required documents may result in suspension of payments.

XXXI. **PART I: UNIQUE TERMS AND CONDITIONS, SECTION 5.0, INVOICES AND PAYMENTS**, Subsection 5.13, is added as follows:

5.13 Local Small Business Enterprises (SBE) – Prompt Payment Program *(if applicable)*

5.13.1 Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

XXXII. **PART I: UNIQUE TERMS AND CONDITIONS, SECTION 5.0, INVOICES AND PAYMENTS**, Subsection 5.14, is added as follows:

5.14 CONTRACTOR shall have no claim to payments after the expiration of this contract, with the exception of the final monthly invoice and the close-out invoice.

XXXIII. **PART I: UNIQUE TERMS AND CONDITIONS, SECTION 7.0, PUBLIC ENTITIES**, is deleted in its entirety and will remain intentionally omitted.

XXXIV. **PART I: UNIQUE TERMS AND CONDITIONS, SECTION 10.0, MEMORANDA OF UNDERSTANDING AND/OR RESOURCE SHARING AGREEMENT REQUIREMENT**, is added as follows:

10.0 MEMORANDUM(S) OF UNDERSTANDING AND/OR RESOURCE SHARING AGREEMENT REQUIREMENT(S)

All CONTRACTORS shall enter into a Memorandum of Understanding (MOU) with the WorkSource Center(s), which will become part of Exhibit F to this Contract, that will provide pre training services to participants that include but are not limited to

the following: core and intensive services. The MOU(s) shall set forth the terms for cooperation and collaboration between the CONTRACTOR and the WorkSource Center partner(s). If the CONTRACTOR is co-located with the WorkSource Center, CONTRACTOR shall develop a Resource Sharing Agreement(s) (RSA) to establish the terms and conditions under which the partnership will share resources. CONTRACTOR MOU(s) and/or RSA(s) shall be kept on file with CONTRACTOR and shall be made available upon COUNTY'S request.

XXXV.

PART I: UNIQUE TERMS AND CONDITIONS, SECTION 11.0, PROPERTY, is added as follows:

11.0 PROPERTY

- 11.1 Unless otherwise provided for in this Section 11.0, property refers to all assets, capitalized or non-capitalized, used in operation of this Contract. Property that is capitalized is referred to as property, plant, and equipment. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc. Property does not include consumable office supplies such as paper, pencils, typing ribbons, file folders, etc.
- 11.2 Property meeting all of the following criteria is subject to the capitalization requirements. Such property must:
 - 11.2.1 Have a normal useful life of at least one (1) year.
 - 11.2.2 Have a unit acquisition cost of at least \$5,000 (e.g., four identical assets, which cost \$3,000 each, for a \$12,000 total would not meet this capitalization requirement); and
 - 11.2.3 Be used to conduct business under this Contract.
 - 11.2.4 As used in this Contract, the term "equipment" shall refer only to capitalized property.
- 11.3 Noncapitalized property are those items which do not meet all three (3) requirements in Subsection 11.2 above.
- 11.4 Additions, improvements, and betterments to assets meeting all of the conditions in Subsection 11.2 above must be capitalized. Additions typically involve physical extensions of existing units. Improvements and betterments typically do

not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

- 11.5 Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or non-capitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- 11.6 The CONTRACTOR shall record the following information when property is acquired:
 - 11.6.1 Date acquired;
 - 11.6.2 Property description (include model number);
 - 11.6.3 Property identification number (serial number);
 - 11.6.4 Cost or other basis of valuation;
 - 11.6.5 Fund source; and
 - 11.6.6 Rate of depreciation (or depreciation schedule), if applicable.
- 11.7 The CONTRACTOR shall keep track of property purchased with Contract funds, whether capitalized or not. The CONTRACTOR shall submit to COUNTY, upon request and annually with the Expenditure Closeout Report, a current inventory of property furnished or purchased by the CONTRACTOR with funds awarded under the terms of this Contract or any predecessor agreement for the same purpose. CONTRACTOR shall maintain an annual inventory of property furnished or purchased by the Subcontractor with funds awarded under the terms of this Contract or any predecessor agreement for the same purpose. The

CONTRACTOR shall reference Exhibit E, Attachment XV, "Fixed Assets/Equipment Purchase Requirements" document and use Exhibit E, Attachment XVI, "Inventory Control Form" to report property to the COUNTY.

- 11.8 Prior to disposal of any property purchased by CONTRACTOR with funds from this Contract or acquired by CONTRACTOR under any predecessor agreement for the same purpose, CONTRACTOR must obtain approval from COUNTY regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from COUNTY. CONTRACTOR shall reference Exhibit E, Attachment XV, "Fixed Assets/Equipment Purchase Requirements" to dispose of property.
- 11.9 CONTRACTOR shall immediately report the loss, destruction, or theft of property purchased with funds from this Contract or acquired by CONTRACTOR under any predecessor agreement for the same purpose to COUNTY upon notice that such event has occurred. CONTRACTOR shall promptly investigate and fully document the loss, destruction, or theft of such property. Such documentation shall be provided to COUNTY within five (5) days following such loss, destruction, or theft and should be mailed to the attention of CMM at: County of Los Angeles Community and Senior Services, Contracts Management Division, 3175 West Sixth Street, Box 24, Los Angeles, CA 90020.
- 11.10 The COUNTY reserves title to all grant-purchased or financed property not fully consumed in the performance of this Contract, unless otherwise required by Federal law or regulations or as otherwise agreed by the parties.
- 11.11 CONTRACTOR shall exercise due care in the use, maintenance, protection, and preservation of property purchased with funds from this Contract or acquired by CONTRACTOR under any predecessor agreement for the same purpose during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until the CONTRACTOR has complied with all written instructions from the COUNTY regarding the final disposition of the property.

- 11.12 In the event of CONTRACTOR'S dissolution or upon termination of this Contract, CONTRACTOR shall provide a final property inventory to COUNTY. COUNTY reserves the right to require CONTRACTOR to transfer such property to another entity, including but not limited to the COUNTY or the State.
- 11.13 To exercise the above right, no later than one hundred forty (140) days after termination of the Contract or notification of the CONTRACTOR'S dissolution, COUNTY will issue specific written disposition instructions to CONTRACTOR.
- 11.14 CONTRACTOR shall use property purchased with funds from this Contract, or acquired by CONTRACTOR under any predecessor agreement for the same purpose, for the purpose for which it was intended under the Contract. When no longer needed for that use, CONTRACTOR shall use it, if needed, and with written approval of COUNTY for other purposes in this order:
- 11.14.1 Another program providing the same or similar service; or
 - 11.14.2 State/Federally-funded program.
- 11.15 CONTRACTOR may share use of the property and equipment or allow use by other programs, upon written approval of COUNTY. As a condition of the approval, COUNTY may require reimbursement under this Contract for its use.
- 11.16 CONTRACTOR shall not use equipment or supplies acquired under this Contract with Federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- 11.17 If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget.
- 11.18 Any vehicles purchased with grant funds received through the COUNTY in previous contract years and which are currently in the possession of CONTRACTOR shall be registered in the name of CONTRACTOR only.
- 11.19 CONTRACTOR indemnifies COUNTY for any loss resulting from the operation of any equipment purchased with grant

funds received through COUNTY during this, or any previous, contract period.

- 11.20 CONTRACTOR shall assure that no funds provided under this Contract are used for the purchase or improvement of land or for the purchase or construction of any improvement to any building or facility, unless specifically approved in writing by the COUNTY Program Director or her/his designee.

XXXVI.

PART I: UNIQUE TERMS AND CONDITIONS, SECTION 12.0, LIMITATIONS ON USE OF FEDERAL GRANT FUNDS, is added as follows:

12.0 LIMITATIONS ON USE OF FEDERAL GRANT FUNDS

- 12.1 CONTRACTOR shall comply with Public Law (P.L.) 101-121 (31 USCS Section 1352), its amendments or revisions, and any impending regulations prohibiting use of federal money to influence or attempt to influence a member of Congress, Congressional staff, or a Federal employee to award, make or amend any Federal contract, grant, loan or cooperative agreement. CONTRACTOR shall also comply with all certification and disclosure requirements of P.L. 101-121, its amendments, revisions, and implementing regulations and shall provide assurance that all sub-contractors or sub-grantees under this Contract also fully comply with such certification and disclosure requirements.
- 12.2 CONTRACTOR agrees that, by signing this Contract, CONTRACTOR hereby assures and certifies to the lobbying restrictions which are codified in the Department of Labor regulations at 29 CFR Part 93.
- 12.2.1 No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Contract, grant, loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Contract, grant, loan or cooperative agreement.

12.2.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this Contract, the undersigned shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

12.2.3 This certification is a material representation of fact upon which reliance is placed when Contract is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

XXXVII. **PART I: UNIQUE TERMS AND CONDITIONS, SECTION 13.0, OUT-OF-TOWN TRAVEL**, is added as follows:

13.0 OUT-OF-TOWN TRAVEL

CONTRACTOR shall not incur any Contract expenditure for travel outside Los Angeles County without prior written approval of the COUNTY. Such expenditures must be program related. Expenditures of funds without prior approval will result in withheld payments, or will possibly be deemed a disallowed cost.

XXXVIII. **PART II: STANDARD TERMS AND CONDITIONS, SECTION 2.0, ADMINISTRATION OF CONTRACT - CONTRACTOR**, Subsection 2.2.2, is amended to read as follows:

2.2.2 CONTRACTOR shall make every attempt to notify COUNTY within one (1) business day when staff is terminated from working on this Contract and must provide such notification in writing to the COUNTY within a period not to exceed one (1) week. CONTRACTOR is responsible to retrieve and immediately destroy the staff's photo identification badge at the time of removal from COUNTY Contract.

XXXIX. **PART II: STANDARD TERMS AND CONDITIONS, SECTION 9.0, CHILD ABUSE AND FRAUD PREVENTION REPORTING**, is deleted in its entirety and replaced with the following:

9.0 CHILD/ELDER ABUSE AND FRAUD PREVENTION REPORTING

- 9.1 CONTRACTOR staff working on this Contract shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours and shall submit all required information, in accordance with the PC Sections 11166 and 11167.
- 9.2 CONTRACTOR staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.
- 9.3 CONTRACTOR staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

XL. PART II: STANDARD TERMS AND CONDITIONS, SECTION 12.0, COMPLIANCE WITH APPLICABLE LAWS, Subsection 12.2, is deleted in its entirety and replaced with the following:

- 12.2. CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference.

XLI. PART II: STANDARD TERMS AND CONDITIONS, SECTION 26.0, CRIMINAL CLEARANCES, Subsection 26.4, is added as follows:

- 26.4 All CONTRACTOR staff performing work under this Contract shall undergo and pass, to the satisfaction of COUNTY, a background investigation as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated

with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR'S staff passes or fails the background clearance investigation.

XLII. PART II: STANDARD TERMS AND CONDITIONS, SECTION 26.0, CRIMINAL CLEARANCES, Subsection 26.5, is added as follows:

26.5 At any time prior to or during term of this Contract, the COUNTY may require that all CONTRACTOR'S staff performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR'S staff passes or fails the background clearance investigation.

XLIII. PART II: STANDARD TERMS AND CONDITIONS, SECTION 39.0, LIQUIDATED DAMAGES, Subsection 39.2(b), is amended to read as follows:

39.2(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any future Statement(s) of Work, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY'S payment to the CONTRACTOR; and/or

XLIV. PART II: STANDARD TERMS AND CONDITIONS, SECTION 39.0, LIQUIDATED DAMAGES, Subsection 39.4, is amended to read as follows:

39.4 This Subsection shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in Subsection 39.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

XLV. **PART II: STANDARD TERMS AND CONDITIONS, SECTION 52.0, PROPRIETARY RIGHTS**, Subsection 52.1, is amended to read as follows:

52.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During the term of this Contract and for five (5) years thereafter, the CONTRACTOR shall maintain and provide security for all of the CONTRACTOR'S working papers prepared under this Contract. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

XLVI. **PART II: STANDARD TERMS AND CONDITIONS, SECTION 52.0, PROPRIETARY RIGHTS**, Subsection 52.1.1, is added as follows:

52.1.1 COUNTY shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the CONTRACTOR'S work pursuant to this Contract. The CONTRACTOR, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the COUNTY all of the CONTRACTOR'S right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the CONTRACTOR'S work under this Contract.

XLVII. **PART II: STANDARD TERMS AND CONDITIONS, SECTION 52.0, PROPRIETARY RIGHTS**, Subsection 52.3, is amended as follows:

52.3 Any and all materials, software, tools, data and information not developed under this Contract, which CONTRACTOR desires to use hereunder and considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR and specifically identified to County's Contract Management Manager as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL" on each appropriate page of any document containing such material.

XLVIII. **PART II: STANDARD TERMS AND CONDITIONS, SECTION 52.0, PROPRIETARY RIGHTS**, Subsection 52.4, is amended as follows:

COUNTY will use reasonable means to ensure that CONTRACTOR'S proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in this Subsection COUNTY agrees not to reproduce, distribute or disclose such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

XLIX. PART II: STANDARD TERMS AND CONDITIONS, SECTION 54.0, PUBLICITY, Subsection 54.1(b), is amended to read as follows:

54.1(b) During the term of this Contract, the CONTRACTOR, its employees, agents, and subcontractors shall not authorize others to publish or disseminate commercial advertisements, press releases, opinions, feature articles, or other materials using the name of the COUNTY without the prior written consent of the Director, or authorized designee. In no event shall the CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by CSS.

L. PART II: STANDARD TERMS AND CONDITIONS, SECTION 55.0, RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT, Subsection 55.6, is added as follows:

55.6 CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by CONTRACTOR to COUNTY. Such records shall be kept in accordance with Section 55.0, Record Retention and Inspection/Audit Settlement, herein below.

LI. PART II: STANDARD TERMS AND CONDITIONS, SECTION 62.0, TERMINATION FOR CONVENIENCE, is amended to read as follows:

62.0 TERMINATION FOR CONVENIENCE

62.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by COUNTY or CONTRACTOR, in its sole discretion, to be in COUNTY or CONTRACTOR'S best interest. Termination of work hereunder shall be effected by Notice of Termination to CONTRACTOR or COUNTY. The date upon which such termination becomes effective shall be no less than thirty (30) business days after the notice is sent. Notice of Termination from either party shall specify the extent to which

performance of work is terminated and the date upon which such termination becomes effective. Termination of work hereunder shall be effected by Notice of Termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

62.2 If Contract is terminated by COUNTY, the CONTRACTOR shall:

62.2.1 Stop work under this Contract on the date and to the extent specified in such notice;

62.2.2 Complete performances of such part of the work as shall not have been terminated by such notice; and

62.2.3 Adhere to COUNTY'S transition plan as determined by COUNTY.

62.3 If the Contract is terminated for convenience by CONTRACTOR, CONTRACTOR shall provide COUNTY with a transition plan to be approved by COUNTY. CONTRACTOR shall adhere to said transition plan.

62.4 All material including books, records, documents, or other evidence bearing on the costs and expenses of CONTRACTOR under this Contract shall be maintained by CONTRACTOR in accordance with Part II, Section 55.0, "Record Retention and Inspection/Audit Settlement".

LII. **PART II: STANDARD TERMS AND CONDITIONS, SECTION 71.0, WARRANTY AGAINST CONTINGENT FEES**, is deleted in its entirety and replaced with the following:

71.0 COVENANT AGAINST FEES

71.1 CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.

71.2 For breach of this warranty, COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from

Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

- LIII. **PART II: STANDARD TERMS AND CONDITIONS, SECTION 72.0, DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**, is added as follows:

72.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

72.1 CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by CONTRACTOR or employees or agents of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

72.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by CONTRACTOR by cash payment upon demand.

- LIV. **PART II: STANDARD TERMS AND CONDITIONS, SECTION 73.0, EMPLOYEE SAFETY**, is added as follows:

73.0 EMPLOYEE SAFETY

CONTRACTOR will assure that the CONTRACTOR'S employees:

73.1 Are covered by an effective Injury and Illness Prevention Program; and

73.2 Receive all required general and specific training on employee safety.

- LV. **PART II: STANDARD TERMS AND CONDITIONS, SECTION 74.0, FACSIMILE REPRESENTATIONS**, is added as follows:

74.0 FACSIMILE REPRESENTATIONS

COUNTY and CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Subsection 21.0 and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up

facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

- LVI. **PART II: STANDARD TERMS AND CONDITIONS, SECTION 75.0, FORCE MAJEURE**, is added as follows:

75.0 FORCE MAJEURE

In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than a lockout by CONTRACTOR or any of CONTRACTOR's subcontractors), freight embargoes, or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, COUNTY shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, COUNTY shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

- LVII. **PART II: STANDARD TERMS AND CONDITIONS, SECTION 76.0, GOVERNMENT OBSERVATIONS**, is added as follows:

76.0 GOVERNMENT OBSERVATIONS

CONTRACTOR shall permit Federal, State, COUNTY and/or research personnel, in addition to departmental contracting staff, to observe performance, activities, or review documents required under this Contract any time during normal working hours. However, these personnel may not unreasonably interfere with the CONTRACTOR performance.

- LVIII. **PART II: STANDARD TERMS AND CONDITIONS, SECTION 77.0, PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION**, is added as follows:

77.0 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

- 77.1 The CONTRACTOR shall indemnify, hold harmless and defend COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related

to the operation and utilization of the Contractor's work under this Contract. COUNTY shall inform the CONTRACTOR as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the CONTRACTOR'S defense and settlement thereof.

77.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that COUNTY'S continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the CONTRACTOR, at its sole expense, and providing that COUNTY'S continued use of the system is not materially impeded, shall either:

77.2.1 Procure for COUNTY all rights to continued use of the questioned equipment, part, or software product; or

77.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or

77.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

77.3 The CONTRACTOR shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the CONTRACTOR, in a manner for which the questioned product was not designed nor intended.

LIX. **PART II: STANDARD TERMS AND CONDITIONS, SECTION 78.0, TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**, is added as follows:

78.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

78.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

78.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

78.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

78.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

78.4.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

78.4.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

78.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

78.5 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

LX. **PART II: STANDARD TERMS AND CONDITIONS, SECTION 79.0, USE OF COUNTY SEAL AND CSS DEPARTMENT LOGO**, is added as follows:

79.0 USE OF COUNTY SEAL AND CSS DEPARTMENT LOGO

CONTRACTOR shall not use or display the official seal of the COUNTY or the logo of CSS on any of its letterheads or other communication with any debtor, or for any other reason unless each form of usage has prior written approval of the Los Angeles County Board of Supervisors.

- LXI. EXHIBIT C-1, WIA ADULT SPECIAL NEEDS BUDGET ADDENDUM 1, is added as an addendum to Exhibit C, WIA Adult Special Needs Budget Amended, and is attached as Attachment 1.
- LXII. EXHIBIT D-1, WIA PROGRAM REQUIRED MATRIX – ADULT SPECIAL NEEDS PROGRAM ADDENDUM 1, is added as an addendum to Exhibit D, WIA Program Required Matrix – Adult Special Needs Program Amended, and is attached as Attachment 2.
- LXIII. EXHIBIT E, ATTACHMENT VI, SAFELY SURRENDERED BABY LAW FACT SHEET, is deleted in its entirety and replaced with the revised Exhibit E, SAFELY SURRENDERED BABY LAW, and is attached as Attachment 3.
- LXIV. EXHIBIT F, MEMORANDA OF UNDERSTANDING AND/OR RESOURCE SHARING AGREEMENTS, is added and is attached as Attachment 4 (if applicable).

All other terms and conditions of the Contract shall remain in full force and effect.

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IN WITNESS WHEREOF, COUNTY has caused this AMENDMENT NO. THREE to be subscribed on its behalf by the Director of Community and Senior Services or her designee, and CONTRACTOR subscribed the same through its authorized officer on the day, month, and year first above written. The person signing on behalf of CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind CONTRACTOR.

COUNTY OF LOS ANGELES

By: _____
CYNTHIA D. BANKS, Director
Community and Senior Services

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR., County Counsel

By: _____
Janice Kasai, Deputy County Counsel

CONTRACTOR

By: _____
(Signature)

(Print or Type Name)

(Title)

(Date)

(Contractor's Corporation/LLC)

By: _____
(Authorized Signature)

(Print or Type Name)

(Print or Type Title)

FY 2007-08 WIA ADULT SPECIAL NEEDS AGENCIES
Arbor Education & Training, LLC.
Asian American Drug Abuse Program, Inc.
Goodwill Industries of Southern California
Housing Authority of the City of Los Angeles
Jewish Vocational Services
New Directions, Inc.
Pacific Asian Consortium in Employment (PACE)
Streetlights/Raleigh Studios
UAW- Labor Employment and Training Corporation
Van Ness Recovery House

Attachment C

**FY 2007-2008 WIA ADULT SPECIAL NEEDS PROGRAMS
Minority/Participation/Ownership of Firms/Agencies/Entities
Percent Minority/Women Participation**

FIRM /AGENCY/ ENTITY	Ownership	Partnership	Board Members	Staff
Arbor Education and Training	N/A	N/A	0%/0%	52%/37%
Asian American Drug Abuse Program, Inc (AADAP).	N/A	N/A	100%/42%	45%/53%
Goodwill Industries of Southern California	N/A	N/A	22%/20%	60%/57%
Housing Authority of the City of Los Angeles	N/A	N/A	100%/100%	87%/74%
Jewish Vocational Services	N/A	N/A	0%/39%	16%/83%
New Directions, Inc.	N/A	N/A	8%/31%	62%/13%
Pacific Asian Consortium in Employment (PACE)	N/A	N/A	100%/0%	95%/73%
Streetlights/ Raleigh Studios	N/A	N/A	20%/60%	50%/75%
UAW-LETC	N/A	N/A	N/A	50%/32%
Van Ness Recovery House	N/A	N/A	N/A	